

EXHIBIT A

TO REGISTRATION STATEMENT

Under the Foreign Agents Registration Act of 1938, as amended

APR 26 11 15 AM '70
REC. & INDEXING
INTERNAL SECURITY
SECTION
CRIMINAL DIVISION

Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant Tromson Monroe Advertising Inc. 40 East 49th St. New York, N. Y. 10017	2. Registration No. 2403
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3. Name of foreign principal Curacao Government Tourist Board	4. Principal address of foreign principal 24 Concordiastraat Willemstad, Curacao
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5. Indicate whether your foreign principal is one of the following type:

☒ Foreign government

☐ Foreign political party

☐ Foreign or ☐ domestic organization: If either, check one of the following:

☐ Partnership

☐ Committee

☐ Corporation

☐ Voluntary group

☐ Association

☐ Other (specify) _____

☐ Individual - State his nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant.

Tourist Board

b) Name and title of official with whom registrant deals.

Mr. Siegfried W. Rigaud
Commissioner, Education & Tourism

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom the registrant deals.

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

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b) Is this foreign principal

Owned by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐

Directed by a foreign government, foreign political party, or other foreign principal, . . . Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal . . Yes ☒ No ☐

Financed by a foreign government, foreign political party, or other foreign principal . . . Yes ☒ No ☐

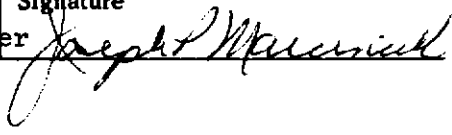
Subsidized in whole by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

This is a branch of the Government of the Island of Curacao fully owned, controlled and financed by it.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Date of Exhibit A	Name and Title	Signature
4.20.76	Joseph P. Marcinek Controller	

UNITED STATES DEPARTMENT OF JUSTICE
Washington, D.C. 20530

EXHIBIT B

TO REGISTRATION STATEMENT
Under the Foreign Agents Registration Act
of 1938, as amended

RECEIVED
Budget Bureau No. 43-R435
Approval Expires Oct. 31, 1976
APR 26 10 14 AM '76
REGISTRATION UNIT
INTERNAL SECURITY
SECTION
CRIMINAL DIVISION

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant	Name of Foreign Principal
Tromson Monroe Advertising Inc.	Curacao Government Tourist Bureau

Check Appropriate Boxes:

- ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
 - ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
 - ☐ The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.
4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

This is to prepare and place advertising in newspapers and magazines,
also to prepare promotional material for distribution to Travel Agents.

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

We will place advertising according to a schedule agreed to - and prepare and deliver brochures and promotional materials for their distribution.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?^{1/} Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B	Name and Title	Signature
4.20.76	Joseph P. Marcinek Controller	<i>Joseph P. Marcinek</i>

^{1/} Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



EILANDGEBIED CURACAO

BESTUURSCOLLEGE

Tromson, Monroe Advertising, Inc.,
40 East 49 Street,
New York, N.Y. 10017,
U. S. A.

Uw nummer (letter):

Uw brief van:

Ons nummer: 74/10927/11169 a.

Afd.: Toer. Bur. Willemstad, November 20, 1974.

Onderwerp:

Bijlagen:

With reference to the 1975 North American Advertising and Sales Promotion Plan for the Curacao Tourist Board, dated October 1974, which was prepared by you and submitted to us, we inform you that the Executive Council has decided to award to you the advertising account for 1975, for an amount of U.S. \$ 400.000,--.

We wish to point out, that the budget for 1975 is subject to the approval of the Island Council.

The relevant contract will be signed after such approval has been obtained, and is subject to the laws of the Netherlands Antilles.

The Executive Council of the Island of Curacao.

The Governor, a.i.

The Acting Secretary,

c.c.

C.B. Afd. Fin.

Toer. Bur.

Gelieve bij beantwoording datum en nummer te vermelden en in elke brief slechts EEN zaak te behandelen

J.M.
J.P.

FROMSON MONROE ADVERTISING, INC.

40 EAST 49TH STREET, NEW YORK, NEW YORK 10017 (212) 752-8600

Siegfried W. Rigand
Commissioner, Education & Tourism
Curacao Government Tourist Bureau
24 Concordiastraat
Willemstad, Curacao

We agree to serve as your Advertising and Promotion Agency for the minimum period of one year in accordance with and subject to the following terms and conditions:

AGENCY SERVICES

We will perform the following services for you:

1. Study your problems, analyze your present and potential advertising and sales markets.
2. Employ in your behalf our knowledge of the available media and means which can best be used.
3. Formulate and recommend plans as needed.
4. In the execution of these plans, when approved by you, we will do the following:
 - a) Write, design, illustrate or otherwise prepare your advertisements for newspapers, magazines, trade papers or other appropriate media.
 - b) Order the space, or other means to be used, for your advertising; endeavoring to secure the most advantageous rates available.
 - c) Properly incorporate the message in mechanical or other form and forward it with proper instructions to media for the fulfillment of their contracted space.
 - d) Check and verify insertions, displays, or other means used.
 - e) Audit and pay invoices for space, preparation and services.
5. Cooperate with your sales force to make your Total Marketing Plan of Action more effective.

CHARGES FOR ADVERTISING SPACE

You agree to pay us at current published rates for advertising run in all media. In those exceptional cases where an advertising medium allows no agency commission you agree to pay us at current published rates plus an amount which, together with the commission, if any allowed by media, will yield us 15% of our total media purchase.

RATE ADJUSTMENTS

If, in a medium having a schedule of graduated rates, less space than contracted for is used, you agree to pay us the difference, if any, between the amount due at the rate named in the contract and the amount due at the rate applicable to the quantity of space used, in accordance with such short rate payments as we may be obligated for in connection with your advertising.

If, in a medium having a schedule of graduated rates, more space than contracted for is used, we shall refund to you any excess you may have paid us over the amount due at the rate earned in accordance with such refunds as may be made to us by media.

CASH DISCOUNT ON INVOICES FOR ADVERTISING SPACE

The exact amount of cash discount allowed to us by some of the media for prompt payment will be allowed to you provided payment is made to us in accordance with the cash discount terms stated on our invoices, and provided that there is no overdue indebtedness at the time of payment.

CHARGES FOR MATERIALS AND SERVICES PERFORMED BY US OR PURCHASED

For materials and services performed by us or purchased you agree to pay us, upon your prior authorization of submitted estimate or agreed to price, such amounts plus 17.65% agency commission. These materials and services include the following:

Creative Art Concept & Design	Direct Mail (list purchase, etc.)
Mechanicals	
Storyboards	Publicity & seminar (time charges)
Layouts	
Finished Art	Special Research
Rescale layouts & mechanical make-up	Preparation of sales and service materials

You agree to reimburse us such cash outlays as we make in your behalf in connection with the following:

- Forwarding & mailing (including packing, postage, express, taxes, import duties).
- Traveling (including conventions).
- Extraordinary long distance telephoning and telegraphing.
- Copyrighting of advertising matter when requested by client.
- Taxes incurred.

TERMS OF PAYMENT

Two fundamental principals on which the client-agency-medium financial relationship are based are:

1. That the advertising agency shall finance its own service, but not the advertising of its clients, and
2. That the advertising agency is held by media as solely liable for payment.

Therefore, it is essential that we collect from you in time to pay media. Pursuant to the customs and standards of our industry, you agree to pay our invoices on payment dates stated thereon, usually within ten days of billing date.

TERMINATION OF AGREEMENT

This agreement shall become effective as of January 1, 1975 and shall remain in full force for a minimum period of one year from that date. It will continue in effect for successive periods of one year subject to cancellation by either party by giving three months' written notice in advance of the expiration date of any 12-month period.

The rights, duties and responsibilities of the agency shall continue in full force during the period of notice including the ordering and billing of advertising in media whose closing dates fall within such period.

Any uncancellable contract made on your authorization and still existing at the expiration of the agreed-on interval following shall be carried to completion by us and paid for by you unless mutually agreed in writing to the contrary, in accordance with the provisions herein.

Upon termination of this contract we shall transfer, assign and make available to you, or your representative, all property and materials in our possession or control belonging to and paid for by you, and all information regarding your advertising. We also agree to give all reasonable cooperation toward transferring of arrangements with media, or others, for advertising space or materials yet to be used and all rights and claims thereto and therein, upon being duly released from obligation thereof.

However, at termination, unused or unpublished advertising plans and ideas prepared by us and unpaid for by client shall remain in our property, regardless of whether or not the physical embodiment of the creative work is in your possession in the form of copy, art work, plates, etc.

GENERAL PROVISIONS

1. We agree to secure your approval of all expenditures in connection with your advertising.
2. We will keep in our care advertising materials entrusted to us as your property for a reasonable length of time and will use reasonable precaution to secure their return from third parties.
3. You reserve the right, in your own best interest, to modify, reject, cancel or stop any and all plans, schedules or work in process; and in such event we shall immediately take proper steps to carry out your instructions. But, you agree to assume our liability for all commitments, and to reimburse us for any losses we may sustain derived therefrom, and for all expenses incurred in connection with your advertising on your authorization, and to pay us any service charges relating thereto, in accordance with the provisions of this agreement.
4. Nothing in this agreement shall be construed as committing us to violate any lawful contractual commitments to media.
5. We will endeavor to the best of our knowledge and ability to guard against any loss to you through failure of media or suppliers properly to execute their commitments, but we shall not be held responsible for any failure on their part.
6. You will indemnify us against any loss we may sustain as the result of any claim, suit or proceedings made or brought against us based upon any assertions made for any of your products (or services) in any advertising which we may prepare for you and which you approve before its publication.

7. When necessary the agency will review campaign copy with legal counsel to obtain clearance of same prior to submission to client.
8. We expressly reserve the right to refuse to undertake any campaign, prepare any advertising material or publicity or cause publication of any advertising or article which, in our judgement, would be misleading, indecent, libelous, unlawful or otherwise prejudicial to your interest or to ours.

EXAMINATION OF RECORDS

It is understood that you may at any time during the life of this contract, and upon reasonable notice, examine our files and records pertaining to the handling of your advertising.

ADDITIONAL NOTE:

Although this agreement will officially commence on Jan. 1, 1975 the agency will, upon date of signature herein, begin preparing materials to assure their availability and readiness for scheduled date of campaign commencement. Billing for this preliminary work will be submitted to client after January 1, 1975 in accordance with provisions herein and as per media and production schedule outlined in presentation.

CLIENT'S ACCEPTANCE

K. CURACAO GOV'T

By: [Signature]

Date: 21 FEB 1975

AGENCY'S ACCEPTANCE

TROMSON MONROE ADVERTISING, INC.

By: [Signature]

Date: OCT 21, 74

ADDITIONAL CLAUSE :

This agreement is made under and shall be performed, construed and enforced in accordance with the laws of the Netherlands Antilles.

K. CURACAO GOV'T

[Signature]

21 FEB 1975

TROMSON MONROE ADVERTISING, INC.

[Signature]
FEB 25 1975